

Table of Contents

- Report from the Chair
- Section Acitivies
- Practice of Law in India
- Current Developments: News from Around the World
- Technology in China: Reducing Risks
- Other Activities of Interest Spring/Summer 1999

Official publication of The State Bar of California International Law Section. The statements and opinions here are those of the contributors and not necessarily those of The State Bar of California, the International Law Section, or any government body. © 1999 The State Bar of California, International Law Section.

Editor in Chief: Thomas R. Bennett Associate Editor: John R. Walton

Current Developments Editor: John J. Stifter

Calendar Editor: John R. Walton

In its printed form, this volume aslo included the brochure for the International Law Weekend, the roster for the International Law Section Executive Committee, and a calendar of international events through November 1999.



Current Developments

REPORT FROM THE CHAIR

Michael R. Tyler, Northrop Grumman Corporation

As you all know, the past year has been a time of extreme turmoil for the State Bar of California. The standoff between the Bar and former Governor Wilson ultimately brought the Bar to its knees, resulting in massive layoffs and a virtual shutdown of Bar operations.

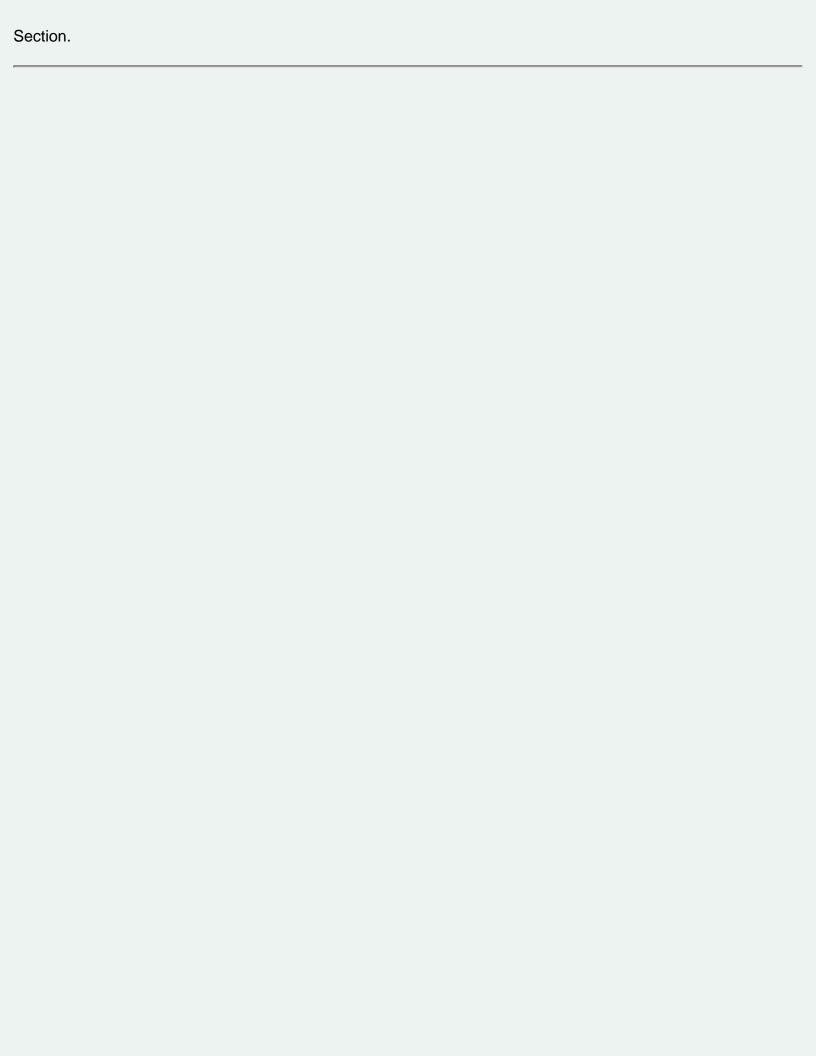
As might be expected, the Bar's education Sections, like our International Section, were not immune from this turmoil. Six months ago it seemed certain that the Bar would be required to divest its educational Sections beginning this fiscal year. Accordingly, the leadership of the Sections, acting through an organization called the Council of Section Chairs, made plans to continue operations through a non-profit organization. The proposed structure of this corporation was controversial, and lead to heated debates both within the Council of Section Chairs, and within the Executive Committees of the various Sections. The International Section, for one, was not entirely happy with the structure of the proposed new organization, particularly with the proposed costs of the organization.

The change in administrations in Sacramento put this issue on hold, at least for this fiscal year. However, the debate continues concerning the Bar's ultimate relationship with the Sections. Moreover, even if the Sections remain within the Bar, it is apparent that the status quo will not be maintained. For example, the Bar has increased the administrative charges that it imposes on the Sections, and the Sections, in turn, are demanding more fiscal responsibility from the Bar. (The increased administrative charges are the reason why nearly all Sections, including this one, were forced to increase their membership fees this year. Hopefully, these charges are more than offset by the overall reduction in the costs of State Bar membership). The Sections are also seeking greater representation on the State Bar's Board of Governors.

I believe that I speak for all members of the Executive Committee of the International Section in stating that the turmoil within the Bar has been an unpleasant distraction from our primary educational mission. Without question, we all would have preferred focusing our energies on increasing member services rather than on questions of Bar administration. However, the debate has not been without positive side effects. Our Committee has been forced to reexamine the Section's goals and activities. We believe that this exercise ultimately will lead to a stronger Section, one more focused on the needs and interests of our members.

In this regard, I draw your attention to our upcoming 11th annual International Law Weekend on June 4 - 5, which will be held at the Hyatt Regency in San Francisco. The topic of the ILW will be "Lessons from the Asian Financial Crisis: Managing the Legal Fallout and Anticipating Future Crises." Our program chairs, Steven Smith and Albert Golbert, have assembled an impressive panel of speakers on this highly topical subject. Full program details are set forth in this Newsletter. I urge you to attend.

I thank for your continuing membership, and hope that you will become more involved in the activities of the





Current Developments

SECTION ACTIVITIES

International Law Weekend 1999

Our flagship event, the International Law Weekend held each year in San Francisco, is on course and will be held on June 4 and 5, in co-sponsorship with the Intellectual Property Section of LAWASIA, an organization of various Pacific Rim Bar Associations. Al Golbert of Golbert & Associates and Steve Smith of O'Melveny & Meyers, San Francisco, program chairs, have been the driving force behind all the negotiations and arrangements. Their boundless energy and optimism are key to the success of this program.

StressBusters Weekend

The 3rd Annual StressBusters Weekend, hosted and directed by Susan Liebeler with the able assistance of Linnet Harlen again took place in Palm Springs in March. It was again a wonderful success and brought about enjoyment for the participants in a relaxed atmosphere with the opportunity to learn from the continuing education courses and to network with colleagues while partaking (optionally) in the various exercise and yoga classes.



Current Developments

PRACTICE OF LAW IN INDIA

Akil Hirani, Majmudar & Co., Attorneys, Bombay

Law practitioners in India are called Advocates. An Advocate is one who has obtained a Bachelors of Law (LL.B.) degree and is admitted to the Bar in any state in India. State Bars, commonly referred as Bar Councils, do not conduct entrance examinations. An LL.B. degree holder can obtain admission to the Bar Council of the state in which he/she desires to practice law, after completing a one year apprenticeship with an Advocate qualified for twelve years or more.

On admission to a Bar Council, an Advocate can practice in all courts in India, except the Supreme Court. To practice in the Supreme Court, an Advocate has to take a separate admission examination.

In Bombay, the British solicitor-barrister system is in vogue. To become a solicitor, a candidate has to complete two years of clerkship with a senior solicitor and then pass the solicitor's examination conducted by the Bombay Incorporated Law Society. Clients in Bombay prefer to deal with solicitors, and many firms do not allow non-solicitors to become partners.

Law firms in India are fairly small in size. Under the Indian Companies Act, 1956, a partnership in India cannot have more than 20 partners. Except for a couple of firms in Bombay, most law firms are small sized family firms. In the larger firms also, it is rare to find specialists. When dealing with Indian lawyers, the abilities and time constraints of the individual lawyer should be given higher importance than the size of the firm.

English is the official language in India, and all legal contracts are drafted in English. However, in smaller towns, contracts and court proceedings are drafted and conducted in local languages.

American companies doing business in India should note that Indian lawyers are not required to carry malpractice insurance. Additionally, Indian courts generally do not award high damages in malpractice and tort cases. Therefore, lawyers should be chosen carefully. Litigation in India can be long-drawn. Thus, adequate precautions should be taken at the outset. Medication and arbitration clauses should be inserted in all contracts. If these and other issues are considered before finalizing a deal, nightmares at a later date can be easily avoided.



Current Developments

NEWS FROM AROUND THE WORLD

Editor: John J. Stifter

Student Reporters:

- Christopher Martin/UCLA Law School

- Susan L. Andrews/Southwestern Law School

- Public International Law
- International Securities
- Foreign & Comparative Law
- Bribery and Corruption in Business Transactions

PUBLIC INTERNATIONAL LAW

Israeli Supreme Court Denies Extradition

The Israeli Supreme Court overturned a lower court decision granting the extradition of 18 year old Samuel Sheinbein who is accused of murdering Alfred Tello Jr. in Maryland. Sheinbein went to Israel to avoid murder charges in United States. The lower court decided that Sheinbein was not an Israeli citizen because he did not have ties to Israel and therefore could be extradited to the U.S.. The Israeli Supreme Court ruled differently and held that he is a citizen of Israel and cannot be extradited.

Britain and Ireland Sign Four Treaties Supporting the Belfast Agreement

Northern Ireland Ulster Secretary Mo Mowlam and Eire foreign minister David Andrews formally signed four treaties, which will lead to the development of six cross border bodies to implement the Belfast Agreement, or Northern Ireland peace accord. The treaties will also introduce a North South ministerial council, a British/Irish council and a British/Irish intergovernmental conference. However, the treaties cannot operate without a power sharing executive in Northern Ireland whose establishment is dependent upon paramilitary disarmament compromises.

International Arbitration Keeps Brcko from Serb Control

The Bosnian Serb Republica Srpska and the shared Bosnian Muslim and Croat Federation agreed to accept a deferred arbitrator's decision to resolve the status of the disputed northern Bosnian town of Brcko. The decision by chief international arbiter Robert Owens of the U.S. has made Brcko a neutral, autonomous and

internationally monitored district, while it formerly had been under Serb control. Owen's decision included a clause that apparently gives the Serb Republic 60 days to object to the decision.

OECD Anti Bribery Convention Takes Effect

The anti bribery pact initiated by the Organization for Economic Cooperation and Development (OECD) has gone into effect and has been ratified by 12 countries, including the U.S., Germany, Britain, Canada and Japan. The accord commits 34 signatory nations to harmonize their rules for punishing individuals and companies who bribe. Specifically, it criminalizes international bribery by obligating signatories to punish individuals and companies who offer bribes to foreign government officials in order to secure contracts. The pact also prohibits the tax deductibility of such payments, which is still practiced by seven OECD members, including Australia, Belgium, France, Luxembourg, New Zealand, Sweden and Switzerland.

Arizona Imposes Death Penalty Despite International Pleas

Walter and Karl LaGrand were executed in Arizona for murdering a bank manager during a 1982 robbery attempt. Killers sentenced to death before 1992 choose between lethal injection and the gas chamber; after 1992 lethal injection is required. The LaGrands, sentenced before 1992, selected the gas chamber, hoping it would be ruled unconstitutional as cruel and unusual punishment. The U.S. Supreme Court lifted a restraining order barring Arizona from the execution. Karl LaGrand chose lethal injection and Walter LaGrand chose the gas chamber to protest. Germany accused the U.S. of ignoring international treaties. The International Court of Justice made appeals, but it has no enforcement powers. Of the 38 states having capital punishment, only five offer the gas chamber as an option.

U.S. Supreme Court Limits Air Carrier Personal Injury Damages to Warsaw Convention

The Supreme Court held that the Warsaw Convention prevents airline passengers from maintaining actions for personal injury damages under state law when such claims do not satisfy requirements under the Convention. Tsui Yuan Tseng was subject to an intrusive security search prior boarding an El Al Israel Airlines flight in New York. She sued the airline for damages in New York state court alleging assault and false imprisonment, but no bodily injury. Convention Article 17 precludes recovery for injuries not resulting from an accident causing physical injury or physical manifestation of injury. Article 24 prohibits passengers from bringing such personal injury claims under state law. The Convention seeks to balance interests of passengers seeking recovery for personal injuries with interests of air carriers seeking to limit potential liability.

INTERNATIONAL SECURITIES

Merrill Lynch Settles Derivatives Dispute with Belgium

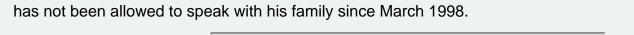
U.S. investment bank Merrill Lynch paid the Belgian government about \$100 million to settle a dispute over derivatives contracts between the two parties. Belgium had been seeking \$300 million for losses it suffered on "power options," derivatives which multiply potential profits and losses using currency options and swaps. Belgium claimed that Merrill Lynch salespeople were misleading about the derivatives.

FOREIGN & COMPARATIVE LAW

CHINA

China's Cyberphobia Leads to Internet Entrepreneur's Imprisonment

Lin Hai, a 30 year old Web page designer, was sentenced by the Shanghai Number One Intermediate Court to two years in prison for exchanging 30,000 e mail addresses with VIP Reference, a U.S. based pro democracy Internet journal. Beijing allegedly had not characterized the dissident journal as a hostile foreign organization until after Hai's exchange. Hai was charged with subversion of state power and the socialist system. China has established special task forces to restrict the exchange of political information on the Internet. The Chinese court apparently struggled with Lin's case because China does not yet have a law governing Internet use. Lin



INDONESIA

Indonesia's New Antimonopoly Law Targets Private Companies

The Indonesian House of Representatives approved a new antimonopoly law that prohibits a company from holding more than 50 percent of domestic market share unless that market share is acquired through efficient management practices. Large conglomerates have historically dominated key segments of Indonesia's economy. The new law will regulate mergers and acquisitions and limit the market share of individual companies. However, state owned companies will be exempt from such regulation.

EUROPE

French Telecom Liable for Antitrust Violation

The French competition regulator fined France Telecom 10 million francs (\$1.8 million) for illegally hindering rivals who sell address and phone number lists to telephone and direct mail marketers. Direct marketing company Filetech originally filed a complaint with the regulator after French Telecom refused to disclose the names of phone company customers who instructed the company to remove them from lists sold to third parties for commercial use. A France Telecom official stated that the company will appeal the decision and asserted that it was merely trying to protect its customers.

Uniform System of Citation for European Union Treaties

The European Community Treaties (ECSC, Euratom, EC and EU Treaties) presently utilize different numbering systems for their respective provisions. While Article 12 of the Amsterdam Treaty provides for the renumbering of the EC and EU Treaties' provisions in Arabic numerals, the Court of Justice decided on a uniform system for citing provisions of all four Treaties in its judgments and in Opinions of the Advocates General. Upon entry into force of the Amsterdam Treaty, cites to the Treaties' provisions will contain an Arabic numeral for each article plus two letters designating the Treaty. A transitional citation rule will apply to certain cases.

State Aid Declared Illegal

The Court of First Instance confirmed the European Union Commission's decision that state aid by the Land of Bavaria to German companies Neue Maxh tte Stahlwerke and Lech Stahlwerke in the amount of DM 275 million was prohibited under the Treaty Establishing the European Coal and Steel Community (ECSC). The Treaty prohibits all State aid to companies in the steel sector, unless such aid falls under narrow Code exceptions. To determine whether a transfer of public resources to a steel company is State aid, the Commission or Court considers whether a private investor of similar size and in similar circumstances to entities managing the public sector would have been capable of making such a capital investment.

Court of Justice Further Defines Scope of Indirect Discrimination

The Court of Justice ruled that a judicial award of compensation for unfair dismissal constitutes pay and is therefore governed by the Community law principle of equal pay for men and women. The Court clarified the legal test for establishing whether Member State legislation has a disparate impact on men and women so as to constitute indirect discrimination. The national court is to assess the relevance and validity of pertinent statistics, the degree of disparity between men and women impacted, and the period of time the disparity has existed. While disparate impact on women might be justified by objective reasons unrelated to any sex discrimination, public policy cannot frustrate the implementation of equal pay for men and women.

Wildlife Protection May Justify Trade Barriers in EU

The Court of Justice held that absent harmonization of Member States' laws on the marketing of bees, national laws govern which comply with the EC Treaty. The Danish Criminal Court referred the question of whether Danish legislation designed to prevent extinction of the Laeso brown bee by banning importation of other bees to a protected area, complies with Community law. The Danish legislation's measures have an effect equivalent to a quantitative restriction which may violate Community laws. The Court of Justice recognized that measures contributing to maintenance of biodiversity by preserving an indigenous animal population with distinct characteristics are justified under Community law.

Lifetime Expulsion from Member State's Territory Violates Community Law

The Court of Justice held that Greece's criminal penalty for possession of prohibited drugs for personal use, which includes automatic lifetime expulsion from Greece of the nationals of other member states, violates Community law. The Court of Justice held that the criminal legislation is an obstacle to the freedom to provide services including the right of a tourist to visit another Member State and receive services without restriction. Member States may not maintain criminal legislation that restricts the fundamental freedoms guaranteed by Community law unless such a restriction may be justified by limited public policy exceptions. Criminal punishment including expulsion of foreign nationals must be based exclusively on the personal conduct of the individual that truly creates a threat to the requirements of public policy. Criminal conviction alone is insufficient.

WTO Members Deadlocked on Selection of New Leader

Over 130 member countries of the World Trade Organization missed a third self imposed deadline on March 12 to select a successor to WTO director general Renato Ruggiero, whose four year term will end on April 30. Three candidates remain in the running, none of which have been able to garner the member wide consensus traditionally required for selection of a new WTO leader. The three candidates remaining are Supachai Panitchpakdi, Thailand's deputy prime minister; Hassan Abouyoub, the former trade minister of Morocco; and Mike Moore, the former New Zealand prime minister. Former Canadian trade minister Roy MacLaren is not expected to continue his efforts for the post. In an effort to break the deadlock, some developing countries have called for voting rather than consensus based selection process, though many WTO members disfavor this idea.

WTO Financial Services Agreement Enters into Force

Members from 52 governments, including the United States, agreed to allow a groundbreaking WTO financial services agreement to enter into force as planned on March 1, 1999. The agreement has been highly anticipated in the financial sector because the 52 governments that have adopted it account for more than 90% of the global financial services market. The agreement is expected to facilitate the commercial presence of foreign financial service providers among members to the agreement by removing barriers in insurance, banking, and securities. The WTO's Council for Trade in Services has also extended until June 15, 1999 the deadline for an additional 18 countries to join the agreement, allowing them more time to complete domestic ratification procedures. The combined total of 70 countries would account for 95% of the world financial services market.

WTO Members Gear Up for November Trade Meeting

Member countries anticipating the upcoming WTO ministerial meeting in Seattle this November have begun formulating agendas for the issues they hope to address during the meeting and beyond. The United States, among others, has called for the launch of a new round of trade talks, which would probably begin next year. Also expected to be prominent in discussion is WTO membership for China. Chinese Premier Zhu Rongji, who will visit the United States in April, is pushing for faster action on an agreement to allow China to accede to the WTO within the next couple of years. The touchy subject of liberalization of the farming sector is also expected to be at the top of the agenda both in November and in any future trade talks that are agreed to at the meeting.

Historic Expansion for NATO

In what has been called both a historic and emotional step for the three countries, Hungary, Poland and the Czech Republic on March 12, 1999 formally became the latest members of the NATO collective security alliance. NATO membership is expected to signal a clean break from the Communist past of these countries, all

of which were formerly part of the Soviet bloc. Total NATO membership has now swelled to 19 members, with more Eastern European countries waiting to join. The greatest opposition to NATO expansion has come from Russia, a nonmember. Chinese Parliament Passes New Unified Contract Law China's National People's Congress voted overwhelmingly in support of a new Unified Contract Law earlier this month. Of particular interest to foreign investors is that the new contract law, by combining the former Economic Contract Law and Foreign Economic Contract Law, no longer makes a distinction between whether contracting parties are foreign or Chinese. The new contract law, which purports to embrace the principle of freedom of contract, is expected to bring greater predictability and consistency to contractual arrangements in China. Among other changes, oral contracts will now be recognized. It is unclear how the new law will affect contracts entered into under the previous and more complex system of legislation.

Temporary Steel Quotas Gain Momentum

In response to complaints that Russia, Brazil, Japan and other Asian nations have dumped below market steel into the United States, the U.S. House of Representatives passed a bill by a wide margin in mid March that would place temporary quotas on imports of foreign steel for as long as three years. Similar legislation in the Senate now seems likely. The U.S. steel industry has alleged that the foreign dumping has depressed domestic steel production and caused the layoff of more than 10,000 workers. Antidumping suits filed by the steel industry are currently under review by the U.S. International Trade Commission. U.S. importers of steel have alleged that the prospective quotas blatantly violate WTO provisions that prohibit quotas in most circumstances.

BRIBERY & CORRUPTION IN BUSINESS TRANSACTIONS

Anti Bribery Treaty's Effects Remain to be Seen

An OECD anti bribery treaty signed by 34 countries entered into effect in February 1999. The treaty, which criminalizes bribery of foreign public officials, resembles the Foreign Corrupt Practices Act long enforced within the United States. Among other provisions, the treaty purports to ban tax write offs and other types of government sponsored bribery. The effectiveness of the treaty remains to be seen, as less than half of its signatories have actually ratified the treaty to date. Several signatories, especially those in Europe, have been reluctant to give up the perceived benefits of using bribes to motivate business deals.

OECD Anti Bribery Treaty Comes at a Good Time

The OECD anti bribery treaty enters into force at the same time that the U.S. government and domestic industries have increasingly sounded the alarm about damage done to overseas business by foreign companies engaging in bribery. For example, the U.S. government has reported allegations that bribes influenced 239 international contract competitions between 1994 1998, valued at \$108 billion. Much public blame has been directed toward Germany and France, who are cited by government reports as the countries whose companies pay the most bribes. Even Commerce Secretary William Daley has publicly pointed out France's bribery practices. France has yet to ratify the OECD treaty, where the treaty is still controversial and largely unpopular.

New Anti Corruption Code on the Way for U.S. Business

The State Department has recruited Rev. Leon Sullivan to help draft a new voluntary anti corruption code for multinational corporations.



Current Developments

TECHNOLOGY IN CHINA: REDUCING RISKS

Neal A. Stender Yiaoyong (Shawn) Li

Many suppliers are conscious of the risk of confidential information being disclosed to competitors. However, few suppliers are conscious of all the risks of supplying technology, equipment or services to customers in the People's Republic of China (PRC).

These risks include cost overruns, revenue shortfalls, customer claims and loss of intellectual property rights, resulting from the broad reach and numerous restrictions of the PRC's technology import regulations, the difficult PRC operating environment and PRC customers' limited resources and often unlimited expectations.

These risks can be minimized by through contract clauses covering matters such as deliverable documentation, services, credit policies, warranties.

In addition to contracts for pure technology licensing or transfer, other contracts for equipment sale, installation, training or maintenance or other services (but generally not computer software or trademarks) can be deemed technology import contracts that are subject to government approval and legal restrictions.

The contractual provisions summarized below may need to be adjusted to suit particular industries, strategies, bargaining positions and customer-supplier relationships, or to be traded off as bargaining chips in negotiations with PRC customers or approval authorities.

- (a) **Documentation:** PRC customers often expect voluminous documentation and fail to understand that much of foreign suppliers' know-how exists only in the form of skills and experience. It is crucial to specify what know-how will be documented and what "show-how" will be supplied only through demonstrations.
- (b) **Work time:** The time and resources needed to support technology implementation often exceed estimates because of the PRC customer's lack of relevant experience, difficulty obtaining inputs and expectation that new technology will be self-implementing. It is ideal to define the skills, preparations, and intermediate implementation steps required of the customer and to provide for additional reimbursement to the supplier for excess work time.
- (c) bBroad supplier obligations to provide the customer with future technology improvements can lead to high costs, customer claims and loss of intellectual property rights in later-developed technology. It is ideal to define improvements to include only changes that the supplier uses in its commercial scale manufacturing and to exclude changes that substitute for a substantial element of the technology.
- (d) **Investment of technology:** When a supplier transfers technology as a form of investment into a joint venture company, technology-related claims can be a basis to dispute the supplier's investment and ownership.

It is ideal to specify procedures for documenting investment completion and to exclude revocation of investment completion as a remedy for breach of the technology import contract.

- (e) **Warranties:** PRC customers often have quality problems that are outside the control of suppliers. It is important to qualify warranties, for example, by stating that the technology will "enable competent technicians, assisted by competent interpreters, to produce products meeting international (or other applicable) market standards, if such technicians implement all of the supplier's recommendations."
- (f) **Post-performance payment:** Fees deferred until completion of performance are at risk of being withheld on the basis of allegations (sometimes questionable) of defects in performance. Irrevocable payment arrangements are difficult to establish (even letters of credit are not completely reliable, and PRC banks do not normally provide escrow accounts). It is ideal to define performance tests as objectively as possible and to authorize a neutral party to certify completion. It is also necessary to assume that collection of post-performance test fees will be difficult.
- (g) **Late payments:** PRC customers are often unable or unwilling to make payments on time to the supplier or to third parties. Weak creditor remedies do not permit prompt collection of debts. It is ideal to provide for substantial penalties to accrue promptly after expiry of payment due dates.
- (h) **Language barrier:** Language weaknesses often lead to delays, cost overruns and disputes. Chinese-English translation and interpretation is expensive for most foreign suppliers to provide. It is crucial to calculate, allocate and price for the expense of competent translation and interpretation.
- (i) **Affiliated customer:** If the customer is a joint venture (or wholly-owned subsidiary) of the supplier, but the supplier loses control over the customer, then continued performance of a technology contract might become onerous. Loss of control can take several forms. Overt dilution of ownership or voting power is unlikely without foreign investors' consent. However, foreign investors are sometimes effectively prevented from terminating or liquidating an unsuccessful joint venture, being forced to choose between continuing to participate, selling out at less than liquidation value and walking away from their investment. It is ideal to specify that the supplier may terminate the technology contract if (a) the supplier's ownership (or power to appoint directors) of the customer falls below a certain level, or (b) any investor in the customer proposes the dissolution of the customer.
- j) **Royalties and contract duration:** PRC customers and approval authorities resist "double" payments of both fixed fees and royalties for the same technology. They often prefer royalties, which are generally limited to 5% or less of sales revenues. Much of the permitted ten year term of a technology import contract often passes before sales revenues reach expected levels. After ten years, the customer is normally free to use, license or assign the technology without paying further royalties. It is ideal to start the ten-year contract term on the date when the customer makes its first commercial scale sale of products that were manufactured or processed using the technology.

Other issues also arise from the technology import regulations, the government approval process, and other PRC laws and policies.

Foreign suppliers who are attentive to the above issues can avoid many risks while seeking the rewards of introducing their technology, equipment or services into the PRC.

Neal Stender, a member of the California State Bar Association and the International Law Section, Stanford JD 1989, has divided his time between China, Hong Kong, Korea and California since 1980 and is now based in Hong Kong.

Xiaoyong (Shawn) Li, a member of the Washington State Bar Association, China Southwest Institute of Politics & Law LLB 1983, U. Washington LLM 1988, JD 1993, has divided his time between China, Hong Kong and Seattle since 1983 and is now based in Hong Kong.



OTHER ACTIVITIES OF INTEREST — SPRING/SUMMER 1999

We wish to congratulate Malcolm McNeil of Los Angeles, California on becoming the president-elect of AIJA ("International Association of Young Lawyers"). AIJA is a non-profit association of some 2,500 attorneys, aged under 45, from more than 70 countries. It was founded in 1962 in Toulouse and Luxembourg, and uses both English and French as official languages. In promoting its objectives, which include cooperation and mutual respect among young lawyers worldwide and defending the interests of young lawyers, AIJA sponsors an annual congress, regional meetings, standing commissions and special committees, as well as seminars.

Mr. McNeil has been a member of the Executive Committee of AIJA since 1991 and the National Vice President since 1995. He has been active in promoting AIJA in the Pacific Rim and has worked to include members from the People's Republic of China. There have only been two prior presidents from the United States, and Mr. McNeil is the first America from west of the Mississippi to be elected.

ILEX invites members of the State Bar of California to participate in a briefing trip to Spain and Morocco, May 29 through June 6. The first portion of the trip will be spent in Madrid and will include visits to executive agencies and departments focusing on international affairs. The delegation also will visit and hold meetings at the Spanish Royal Court of Arbitration, the Banco de Stander and Central-Hispano, and several major Spanish law firms and high-tech companies. There will be a briefing at the Madrid Bar Association.

The program in Morocco will include visits to Casablanca, Rabat, and Fes. In Rabat, there will be briefings at the U.S. Embassy, the Direction des Investissements Exterieurs, and the Ministry of Foreign Affairs. In Casablanca, the delegation will hold meetings at the Casablanca Bar Association, the Casablanca Chamber of Commerce, and the U.S. Moroccan Council for Trade and Development.

If you are interested in this unique trip and would like to receive a full-detailed brochure please contact Jesus V. Izquierdo, International Projects Administrator: Tel. 202-662-1670; Fax 202-662-1669; e-mail: jizqui.erdonastaffaban